

MASTER AGREEMENT

BETWEEN

EVART EDUCATION ASSOCIATION

AND

EVART BOARD OF EDUCATION

FOR THE YEARS

2025-2028

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This Agreement entered into this 11th day of August, 2025 by and between the Board of Education of Evart Public Schools, hereinafter called the "Board" and the Evart Education Association, MEA/NEA, hereinafter called the "Association".

WITNESSETH

WHEREAS the (parties have) a statutory obligation, pursuant to (the Public Employment Relations Act), to bargain with respect to hours, wages, terms and conditions of employment, and;

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize;

It is understood that the above shall in no way be construed as part of the Agreement which follows.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

- A.
1. The Board hereby recognizes the Association as the exclusive bargaining representative for all full-time and regularly employed part-time professional certificated personnel, guidance counselors, librarians, but excluding supervisory and executive personnel such as but not necessarily limited to the Superintendent, building Principals and part-time teaching Principals, and all office and clerical personnel, non-certified personnel, leisure time and enrichment instructors and/or teachers, substitutes and all others.
 2. The term teacher when hereinafter used in this Agreement shall refer to all employees represented by the Association in the Bargaining Unit as above defined and references to male teachers shall include female teachers. The term "building principal", as hereinafter used in this Agreement, shall also refer to the Community Education Director or designated representative.
 3. A K-12 teacher who teaches at least fifteen (15) hours per week and is assigned to the same position or subject matter during the school year on a regular basis (excluding substitutes), shall be considered a regularly employed part-time teacher and shall be accorded the benefits of this contract on a pro-rata basis. Any K-12 teacher teaching less than the above requirements shall not be accorded the benefits of this Agreement. (Cross reference to determination of Seniority in Article 9)

For purposes of this Agreement, pro-ration of benefits shall be based, first, on the number of teacher/staff obligation days on the school calendar and, next by the number of hours in the teacher workday (excluding lunch). This method of pro-ration shall apply to both part-time teachers and those teachers working less than a full school year.

- B. The Board agrees not to negotiate with any other teacher's organization for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association provided that said Association shall be given the opportunity to be present at such adjustment and that the adjustment is not inconsistent with the terms of this Agreement. Nothing in this section shall be interpreted or construed to permit an individual to process his/her grievance to arbitration without the support of the Association.

ARTICLE 2

TEACHER'S RIGHTS

- A. The Board of Education hereby agrees that members of the Bargaining Unit are accorded all the rights, privileges, and duties of the applicable laws of the State of Michigan, as well as the Constitution of the State of Michigan and the United States.
- B. The Association and its members shall have the right to use a room and the school buildings at all reasonable hours for meetings of the local EEA provided it shall first obtain permission from the administration. The Association and its members shall have the right to use District computers including E-mail and Internet usage, for Association business when such equipment is not otherwise in use. Such usage shall be subject to District policies and guidelines which are otherwise applicable to staff use. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises. Bulletin boards in the teachers' workrooms shall be available for use by the Association; the Association assumes the responsibility for the materials placed thereon by the Association. Job postings shall be placed in all buildings at mutually agreeable sites.
- C. The Board agrees to furnish to the Association in response to reasonable requests from time to time, all available information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint with the exception of privileged communication.
- D. A copy of the minutes and agenda of the Board of Education meetings and a copy of the financial statement will be emailed to a designee of the Evart Educational Association when the packets are submitted to the Board of Education members.
- E. The Board will promptly notify the teacher with respect to whom a Freedom of information Act (PA 442 of 1976) demand is made.

ARTICLE 3

BOARD RIGHTS

- A. The Board, on its own and electors of the school Districts' behalf, retains and reserves without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the

Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system, its properties and facilities, and the activities of its employees during the school day.
 2. To employ personnel subject to the provisions of the law, to determine their qualifications and conditions for continued employment or their discharge or demotion, and to promote and transfer such employees.
 3. To establish sequence of classes and courses of instruction, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To determine class schedules, the hours of instruction, the duties, responsibilities, and assignments of teachers and other employees with respect thereto.
 5. To determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 6. To determine the size of the work force and of the management organization, its functions, authority, amount of supervision, and table of organization.
 7. To determine the services, supplies and equipment necessary to continue its operations and determine the methods, schedules, and standards of operation and of carrying on the education and the right to institute new and improved methods or changes therein.
 8. To determine the policy affecting the selection, evaluation, and training of employees provided such selection is based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the laws of the State of Michigan and Constitution and laws of the United States.
- C. Professional employees within the bargaining unit whose employment is not regulated by the teacher tenure act shall be disciplined with just cause.

ARTICLE 4

PROFESSIONAL COMPENSATION

- A. The salary schedule is based upon normal full-time teaching load as hereinafter defined in this Article and Article 5 of this Agreement and upon the school calendar. The denominator to determine a teacher's daily pay will be the number of teacher obligation days listed on the calendar.

Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as (severe storms), fires, epidemics, (utility power unavailability, water or sewer failure), or health conditions (as defined by city, county or State health authorities) will be rescheduled to ensure that there are a minimum number of days and hours of student instruction or the

minimum required by the State School Aid Act, whichever is greater as prescribed by the Revised School Code and the State School Aid Act to enable the Board to receive full pupil membership and categorical appropriations. Teachers shall be excused from reporting for school on those days on which school is closed due to the above conditions. In the contract year 2027-2028, there will be one day of added instruction which is above and beyond the requirements of the State School Aid Act. This added day will remain in the contract for future years unless negotiated differently.

Teachers will receive their regular pay for days that are cancelled, but shall work the rescheduled days and/or hours with no additional compensation. Teachers who have been previously scheduled to take paid leave under this Agreement on a day(s) of pupil instruction that is cancelled due to the conditions specified in this Article shall not have their absence on such day(s) charged against paid leave provided that the teacher works any required rescheduled day(s) and/or hours of instruction without additional compensation, as specified in this Article. The parties agree that this contract provision has been negotiated to comply with the provisions of the State School Aid Act; to ensure that the District will incur no loss of State aid; and to comply with requirements set forth in the Revised School Code and State School Aid Act respecting the required number of "student instruction" days and hours.

If any scheduled days and hours of student instruction are canceled after May 20, whether or not these cancelled days and hours are required to be rescheduled for receipt of State aid, these cancelled days and hours will be rescheduled as part of the school calendar unless the Board and Association mutually agree to waive this provision. The purpose of this provision is to provide a smooth end to the school year.

- B. As compensation for the addition of one instructional day in the 2027-28 school year, each bargaining unit member actively employed during the 2027-28 school year shall receive an off-schedule stipend in the amount of \$500. This stipend shall be paid in a separate payment issued no later than the final payroll before the December holiday break in the 2027-28 school year. To be eligible for the \$500 off-schedule stipend, the teacher must be actively employed and not on unpaid leave, except for FMLA leave, on the date the stipend is disbursed.
- C. A teacher engaged during the school day in negotiating or grievance processing on behalf of the Association with any representative of the Board shall be released from regular duties. If negotiations or grievance processing does occur during the school day, the teacher shall suffer no loss of salary. All such activity, however, shall be conducted outside of the regular school day whenever possible.
- D. Each teacher who does not have a full-time teaching load shall designate a period of the day for substituting when s/he will be compensated for that time. Time shall be kept and paid in minute intervals. If no teacher volunteers to substitute, the administration may assign a teacher to substitute after checking for volunteers. Such assignment shall be done on a rotating basis among those teachers having a common preparation period. Every time a teacher substitutes for any portion of his/her prep period, compensation will be given. Compensation shall be at a rate of thirty-five dollars (\$35) per hour.
- E. As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the Revised School Code (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for, either the time connected with completion of those requirements or for other associated costs such as enrollment, course and/or registration fees. Professional development days provided by the District may be counted by probationary teachers to fulfill state requirements to the extent permitted by law. Probationary teachers will be expected to complete the ISD provided new teacher

professional development during their first full year at EPS. Probationary teachers who complete all the ISD provided training will receive a \$100.00 stipend.

- F. The Employer agrees to process the payroll deduction of union dues upon authorization of the employee.

ARTICLE 5

TEACHING HOURS

- A. All teachers shall have a daily seven (7) hour and thirty (30) minute minimum contractual obligation inclusive of a duty free lunch period of not less than thirty (30) minutes. The duty free lunch period shall be a period of time during which said personnel shall be given no assigned duties other than taking those disciplinary actions upon students which are a normal part of a teacher's everyday duties. This time shall not include time used in monitoring students as they enter the building (from warning bell to tardy bell - five (5) minutes).
1. The workday may be scheduled to start and end at different times in different buildings. Workday starting times will not be scheduled before 7:25 a.m. and ending times will not be scheduled after 5:00 p.m. Workday starting times will not be scheduled before seven (7:00) a.m. for teachers who volunteer to teach a zero hour. Workday starting times for each building will be set by the Superintendent.
 2. There shall be no less than three (3) minutes in passing time between classes and the lunch period in the high school and middle school.
 3. When Professional Development is held on an early release day it will be held from 12:00-3:00 to provide three (3) hours of mandatory district provided Professional Development with students being released at the established early release schedule.
 4. On Fridays and days preceding holidays teachers may leave as soon as the buses have left and all children are dismissed. The principal at his/her own discretion may excuse teachers earlier on other days.
 5. It is understood that notwithstanding the above, the administration may call building or system wide faculty meetings beyond the above stated hours so long as they shall not exceed a total of 2.0 hours per month beyond the normal working day. Meetings may be used for Professional Development.
- B. Effective beginning with the 2027–2028 school year, the number of instructional days for teachers shall increase from 180 days to 181 days or one more day than the state requires (whichever is greater). The additional instructional day shall be scheduled in accordance with the District's academic calendar development process. The 181 instructional day calendar established in the 2027-28 school year shall continue as the standard for instructional days in all subsequent collective bargaining agreements, unless otherwise renegotiated by the parties.

ARTICLE 6

TEACHING LOADS AND ASSIGNMENTS

- A. The unassigned preparation period will be used for professional duties, such as preparation for ensuing classes or personal conferences with students, administration, parents or others. Teachers who are asked by

the building principal to give up portions of their preparation period in order to supervise students will be compensated.

- B. Each middle school and senior high teacher shall have a normal weekly teaching load, which will include one unassigned preparation period with a minimum of forty-five (45) minutes each day and a maximum of sixty (60) minutes each day.
- C. Each elementary teacher shall have a normal weekly teaching load, which shall include a minimum three hundred (300) minutes per week of unassigned preparation time in a regular five day week. Elementary preparation time shall be scheduled at the beginning or end of the teacher workday and during the student day, excluding the teacher's scheduled lunchtime. Each elementary teacher shall have at least one (1) forty (40) minute preparation period each day. Elementary preparation time (as defined above) shall also be scheduled during periods of the day when instruction in courses other than English, Math, Social Studies, or Science occurs. Elementary preparation time at the beginning or end of the teacher workday that is used for building-wide faculty meetings shall be deducted from the monthly amount allocated in Article 5, Paragraph A, 5. Building-wide faculty meetings may only be scheduled during elementary preparation time if mutually agreed upon by both parties. Elementary teachers shall be entitled to use unscheduled time during normal working hours for the preparation purposes aforementioned.
- D. When a teacher is assigned to travel between buildings one (1) time per day, he/she will be compensated at the rate of \$100 per semester. If a teacher travels two (2) or more times per day between buildings, he/she will be compensated \$200 per semester.

ARTICLE 7

TEACHING CONDITIONS

- A. The parties agree that class size will be an important consideration of administration in the assigning of pupils to teachers. The following guidelines are for the DK-12 education program exclusive of Teacher Advocate/Prime time classes, Band, or High School Choir. A student overload will exist in the following situations:
 - 1. A maximum of twenty-two (22) students for DK - K and 23 students in grades 1-2. In split grades 3 and 4 24 students. A maximum of twenty-five students (25) per class in grades 3-4. Compensation rate is seven dollars twenty-five (\$7.25) per student per day.
 - 2. A maximum of twenty-eight (28) students in Elementary Art and Elementary Music. Compensation for Art overload is one dollar (\$1.00) per student per class. Music is compensated at one dollar (\$1.00) per student per class.
 - 3. A maximum of thirty (30) students per class in grades K-4 in Physical Education. Compensation is paid by each instructional minute set forth in Appendix C of this agreement.
 - 4. A maximum of twenty-seven (27) students per class per teacher in grades 5-8. Compensation is paid by each instructional minute set forth in Appendix C of this agreement.
 - 5. A maximum of twenty-eight (28) students per class per teacher in grades 9-12. Compensation is paid by each instructional minute set forth in Appendix C of this agreement.

6. A maximum of twenty-six (26) students per class in English in grades 9-12. Compensation is paid by each instructional minute set forth in Appendix C of this agreement.
 7. A maximum of thirty-six (36) students per class in grades 5-12 in Physical Education. Compensation is paid by each instructional minute set forth in Appendix C of this agreement.
 8. No maximum of students for recess supervision by a Physical Education teacher when that supervision is part of the assigned teaching load, provided that three (3) playground assistants (or substitutes) are on duty during the same recess. If fewer than three (3) assistants (or substitutes) are on duty, compensation will be ten dollars (\$10.00) flat rate for each missing assistant per day.
 9. A maximum of eighteen (18) students per caseload in Elementary Resource Room Special Education; a maximum of twenty (20) students per caseload in Middle School and High School Resource Room Special Education; a maximum of fifteen (15) students per caseload in Categorical Special Education. Compensation is one dollar ninety cents (1.90) per student per day as long as the student spends at least one full class period in the resource room or with a special education teacher each day.
 10. If the administration provides an aide to address an overload situation, the teacher will receive overload pay at the rate that matches the appropriate above-mentioned situation for any day that the aide or substitute is not present. If the aide or substitute aide is not present the entire time the teacher has overload, overload pay shall be prorated for the time the teacher has overload.
 11. When two (2) teachers are in the same classroom in a teaming or inclusive situation, classroom overload guidelines will not apply unless, through no choice of his or her own, only one teacher is in the classroom. Overload will be paid following the established grade level compensation.
 12. Each teacher who is eligible for overload compensation will turn in an overload compensation form to the Superintendent's business office no later than ten (10) work days after the end of each semester. Overload compensation will be based on the guidelines stated in 1-9 and will be paid only for the time the teacher is in the classroom or out for school business.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, technological equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Representatives of the administration and teaching staff will confer from time-to-time for the purpose of improving the selections and use of such educational tools and shall refer any joint recommendations to the Board for consideration. Teachers shall be expected to participate in the selection of curriculum materials.
- C. The Board of Education will make available, in each school, lunchrooms, restrooms and lavatory facilities for teachers' use and at least one room, furnished, which shall be reserved for use as a faculty workroom. It is expressly understood that the present practice complies with the intent of this paragraph.
- D. Telephone facilities shall be made available to teachers for their reasonable use.
- E. The teachers shall be permitted to have a coffee maker in the workroom at their own expense.
- F. Designated parking facilities shall be made available to teachers for their use.
- G. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any student (with a disability recognized and identified under IDEA)

should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Team (IEPT). General education classroom teachers and special education teachers are jointly responsible for implementation of the IEPT and for attending to the educational needs of special education students assigned to the teachers. Teachers shall cooperate in the delivery of special education services.

If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act or other law, those functions shall be performed by a qualified person. Where health services constituting the practice of medicine are required, no Bargaining Unit Member (except a School Nurse) shall be required to provide those services except as necessary in an emergency situation. Appropriate training with regard to health related services required by a particular student will be provided to each teacher prior to the placement of that pupil in the teacher's room. No Bargaining Unit Member, except an employee hired for that purpose, shall be required to provide custodial care or health services or any act or function constituting the practice of medicine, except in an emergency situation where the person ordinarily assigned those duties is unavailable.

ARTICLE 8

VACANCIES, PROMOTIONS, TRANSFERS, LAYOFF and RECALL

- A. A "vacancy" shall be defined as a Bargaining Unit position which is open due to the death, resignation, retirement, or termination of a Bargaining Unit Member. Newly created Bargaining Unit positions shall also be considered as vacancies under this Agreement.

If the Board declares its intention to fill a vacancy, it shall publicize same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building for a period no less than five (5) working days prior to the permanent filling of same.

Posting requirements will be waived for vacancies occurring one week before the first scheduled teacher day or within two weeks after the first scheduled work day.

- B. Any teacher who is certified at the time of posting of the position may apply for such
- C. The Board shall cause the posting of administrative positions for a period of ten (10) days prior to permanent filling of same.
- D. Teachers are expected to work in cooperation with the District to be certified for grade levels and subjects they are assigned to teach.
- E. Recalled teachers shall be entitled to all sick leave and leave benefits accumulated at the time of layoff and those existing in the contract at the time of recall.
- F. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable.

G. Layoff

1. Acting within the approved budget, the Superintendent will establish the number and nature of teaching assignments to implement the approved curriculum. If the

Superintendent determines that insufficient funds are budgeted for the existing Teaching staff or that a reduction in Teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Teaching positions to be reduced. Staff reduction and recall decisions are made by formal Board action. Layoff decisions are not subject to the grievance procedure.

2. Reduction and recall decisions must be made based on Teacher effectiveness criteria as established in the Revised School Code 1249 and Section 3. First, the District will review the relevant teachers' evaluation rating (effective, developing, needing support). If the evaluation rating is equal, the District will review the relevant teachers' evaluation numerical score to the 100th place. If the reduction or recall decision involves more than one (1) Teacher and all other factors distinguishing those Teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which Teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.

H. Recall Procedures

1. A laid off teacher shall be recalled to the first vacancy within their respective classifications for which he/she is certified for in reverse order of layoff. If more than one individual has been on layoff for the same period of time and they are both qualified for the vacancy, the highest evaluated teacher on their last evaluation will be the first recalled. Classifications shall refer to K-12/alternative education teachers and adult education teachers.
2. What constitutes a vacancy will be at the discretion of the Board.
3. A laid-off teacher shall be considered laid off until s/he is reinstated in the District, refuses an offer from the Board of a position for which s/he is certified, or fails to respond within ten (10) days of its receipt to a written offer of a position made by the Board. The teacher must be able to return within twenty (20) days of said receipt.
4. Notification of a recall shall be made in writing, a copy being sent to the Association. The notification shall be sent by certified mail to the teacher's last known address. The teacher is in charge of notifying the District of any change in address which may occur during the period of layoff.
5. Recall will be based on the certifications possessed by the teacher at the time of layoff.

ARTICLE 9 **SENIORITY PROCEDURE**

- A. The District shall develop and present to the Association by October 1st an updated seniority list for all K-12 teachers. Each seniority list shall consist of two (2) sections, one (1) for tenured teachers and one (1) for probationary teachers.

The following rules shall determine an individual's placement on the K-12 seniority list: (Cross-reference with Article 1)

1. Each teacher shall be ranked on the list in order of his/her beginning date of employment (date stated on the first contract issued by the District, usually the date the teacher verbally accepts a position) in this School District.
2. If two (2) or more teachers are found to have equal status in one (1) above, the teacher possessing the most teaching experience shall be placed higher on the seniority list.
3. If two (2) or more teachers are found to have equal status in one (1) and two (2) above, the teacher possessing a master's degree shall receive the higher ranking on the seniority list.
4. If two (2) or more teachers are found to have equal status in one (1), two (2), and three (3) above, the teacher possessing the greater number of semester hours beyond his/her degree shall receive the higher ranking on the seniority list.
5. If two (2) or more teachers are found to have equal status in one (1), two (2), three (3), and four (4) above, the teachers so affected will participate in a drawing, by lot, to determine position on the seniority list. The Association and teachers so affected shall be notified in writing of the date, place, and time of the drawing conducted by the Superintendent and Association President. The drawing shall be conducted openly between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.
6. The seniority list shall be published and posted conspicuously in all buildings of the District. Periodic revisions shall be derived, published, and posted in the same manner as described above.
7. All seniority is lost when there is both severance of employment and a break in service; however, seniority is retained if a severance of employment and a break in service is due to layoff or leave of absence.

- B. "Certified" shall mean holding all certificates, endorsements and approvals required by law and the Michigan Department of Education to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements or approvals with the District. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the District of any change to his/her certificate, endorsements or approvals after the original filing of the same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The teacher shall further notify the District, in writing, in the event that s/he petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

ARTICLE 10

LEAVES OF ABSENCE

A. Sick Leave

1. Each K-12 teacher shall be entitled to ten (10) sick days each year accumulative to a total of two hundred (200) days.

2. Acceptable reasons for sick leave with pay shall be personal illness, childbirth, adoption, scheduled doctor's appointments, or injury or serious illness or death in the immediate family of the employee or any other reason allowed under the Michigan earned sick time act. "Immediate family" shall be interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, son-or daughter-in-law, grandchildren and grandparents and any other person allowed under Michigan Earned Sick Time Act.
3. The administration reserves the right to request a doctor's statement for suspected abuses of sick leave. The Board reserves the right to require a physical and/or mental examination by a Board-designated physician in cases where abuse of sick leave is suspected. Such examination shall be paid for by the School District. The Association agrees that abuse of sick leave as above stated is contrary to professional behavior.
4. In order to be eligible for pay for sick leave, as above stated, teachers shall be required to call the employee absence telephone number in the event of such an absence prior to 6:30 a.m. of the expected day of absence so that a substitute may be obtained. It is understood that the building principal may require verification of the circumstances. Notification for funeral leave or death in the immediate family will be expected as soon as practicable to the Superintendent or the building principal.
5. Where the School District has reason to believe that a teacher is not mentally and/or physically capable of resuming his/her teaching responsibilities, the Board may require verification of these capabilities, including a physical and/or mental examination by a Board designated physician at School District expense.
6. Whenever a situation arises whereby a teacher has used his/her accumulated sick leave and is still facing a substantial loss of income due to the acceptable reasons for sick leave as defined above, the Board and Association shall meet to investigate the feasibility of donating sick days (drawn from the accumulated sick leave of other teachers) to said individual. At no time shall the donated number of days exceed the number of sick leave days needed to satisfy the LTD wait period (based on a maximum ninety (90) calendar day wait period), less any accumulated sick leave credited to the teacher under paragraph A-1 of this Article. The employee will be required to exhaust all personal business and sick days.
7. During any unpaid leave not covered by FMLA, the employee will be responsible to pay the entire insurance premium(s) if the employee chooses to continue insurance coverage. If an employee has chosen CIL (Cash In Lieu), they would be responsible to pay the amount of the CIL divided by the number of contracted days on an unpaid day. This language shall not apply to leaves approved by the Superintendent under Article 10 -J.

B. Personal Day: Each full time K-12 teacher shall be allowed five (5) personal days per school year. Teachers shall be required to call the employee absence telephone number in the event such absences prior to 6:30 a.m. of the expected day of absence so that a substitute may be obtained. Whenever possible personal days should be arranged in advance of the expected absence. Personal days may be taken in hourly, half or whole day increments, and shall be non-accumulative. Use of personal days before or after holidays or vacation periods shall be allowed only if substitutes are available and must be requested at least five (5) days in advance. Teachers working less than a full year will have their personal days prorated. Unused personal days at the end of the year would convert to sick days.

- C. **Bereavement Days:** A teacher shall be allowed up to five (5) for the purpose of attending to a death in the immediate family. Additional days may be granted with the approval of the Superintendent. For the purposes of this section, immediate family shall be defined as parents, spouse, siblings, grandparents, grandchildren, children, stepchildren, foster children, in-laws, or a significant other. Funeral leave for others may be taken, but the days will be deducted from the teacher's sick leave.
- D. **Association Days:** The Evart EA will be given a total of eight (8) Association days for the purpose of conducting Association business which cannot be done outside of regular school time.
- E. **Retirement Pay:** If a teacher shall retire or resign from the Evart Public School system and from teaching as a profession, a lump sum payment of unused accumulated sick leave at the rate of fifty (\$50.00) dollars per unused day up to two hundred (200) days maximum may be paid the teacher, provided s/he has had at least fifteen (15) years of continuous service in the system. This payment shall be made as an employer 403(b) contribution into the employee's 403(b) account. If a teacher dies while in service to Evart Public Schools the teacher's heirs-at-law will be paid a lump sum payment in cash of unused accumulated sick leave at the rate of fifty dollars (\$50) per unused day up to two hundred days (200) maximum, may be paid to the teacher's heir, provided the teacher has had at least fifteen (15) years of continuous service in the system. Employees shall have no option to receive as a cash payment except in death. Leave of absence granted by the Board of Education shall not serve to interrupt the continuous service.

In the event a teacher accepts an Early Retirement Incentive Plan, the amount of sick leave compensation will be paid as described by current contract language.

The teacher shall provide a written resignation to the Superintendent and the Board of Education.

- F. **Workers' Compensation Benefits:** Any teacher who is absent during a school year because of an injury or disease compensated under the Michigan Workers' Disability Compensation Act, shall be entitled to draw from his/her accumulated sick leave the difference between the allowance under the Workers' Disability Compensation Act and his/her regular salary to the extent of the teacher's accumulated sick leave.
- G. Other leaves of absence with pay not chargeable against the teacher's sick leave allowance as herein before specified may be granted for the following reasons:
1. Court appearance as a witness in any school connected case where the teacher is not a party to the suit or where the Association is not a party to the suit except where subpoenaed by the Board.
 2. Approved visitation at other schools or for attending education conferences or conventions.
 3. Time necessary to take a selective service physical examination.
 4. Teachers will be given jury duty time off with the Board of Education paying the difference between jury duty compensation and their full teacher's salary. This will hold the teacher financially harmless for serving on a jury. The teacher would be on the job except when actually serving jury duty.
- H. After five (5) years of teaching, all of which must be in the Evart Public Schools, a General Leave of Absence of up to one (1) year may be granted to a teacher upon application and for the following purposes:
1. Study related to the teacher's licensed field.

2. Study to meet eligibility requirements for a certificate other than that held by the teacher.
3. Study, research, or special assignment involving advantage to the school system as determined by the Board of Education and members with consultation of the EEA Executive Board.
4. Personal illness, personal disability, or a serious health condition of a member of the teacher's immediate family which requires the teacher's personal supervision. (The five (5) year service requirement is not applicable to the extent that the granting of this leave is required by the Family and Medical Leave Act of 1993).
5. Extended childcare or other reasons deemed acceptable by the Board of Education. (The five (5) year service requirement is not applicable to the extent that the granting of this leave is required by the Family and Medical Leave Act of 1993.)

I. General Leaves of Absence shall be under the following conditions:

1. Such leave shall be without salary or fringe benefits. (The parties recognize that the Family and Medical Leave Act of 1993 may require continuation of health insurance benefits for up to twelve (12) weeks of personal illness/disability, family illness and/or child leave, where eligibility requirements are otherwise met.)
2. Such leave shall correspond with the beginning and ending of the next school year or semester, as may be mutually agreed upon by the Board and the teacher.
3. Application for a General Leave of Absence must be submitted prior to May 1 in those circumstances where the teacher anticipates the need for leave at the inception of the ensuing school year. If the nature of the leave does not permit notice by May 1 (e.g. serious illness as contemplated in the Family and Medical Leave Act of 1993) thirty (30) days advance notice of leave is sufficient.
4. The teacher shall notify the Board, in writing, of his/her intention to return to the Evart Public Schools by May 1 for the succeeding school year.

Where return is other than at the beginning of a school year, the Board and the teacher agree to cooperate in scheduling return from leave so as to minimize disruption to the continuity of educational programming and service delivery.

5. The teacher shall be returned to a position for which s/he is certified and qualified.

For purposes of this Agreement, restoration to a Bargaining Unit position for which the teacher is certified and qualified shall be considered as restoration to an equivalent teaching position.

A Bargaining Unit Member returning from a leave of absence shall be placed at the experience (pay) and seniority level s/he attained prior to taking the leave of absence.

6. No more than two (2) teachers may be on a General Leave of Absence at any one time, except that this limit may be exceeded for family illness or child care leaves, as outlined in the Family and Medical Leave Act of 1993. If there are more applicants than leaves available, the teacher(s) with the most seniority shall be granted the leave(s).

7. At the Board's sole discretion, extensions of General Leaves of Absence may be granted. It is understood that a teacher may qualify for a leave extension under the Family and Medical Leave Act of 1993 and such leave extension will be granted, when required by that statute.
8. Teachers taking unpaid leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the teacher's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at Board expense) be obtained. If that opinion differs from that of the teacher's health provider, the teacher and administration (in consultation with the Association if requested by the teacher) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, the teacher and the Association. The cost of this examination shall be paid by the Board.
9. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted an unpaid leave required under the Family and Medical Leave Act. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. This shall not include recovery of any health plan premiums for periods of paid leave which have been substituted for unpaid leave under the Family and Medical Leave Act. These amounts may permissibly be deducted from any wage or other payments due the teacher, provided that the teacher has been given ten (10) workdays prior written notice (at his/her last known address) of the impending deduction. Any deficiency is to be remitted by the teacher to the Board within thirty (30) days of demand.
10. Once a teacher has completed a General Leave of Absence, she/he will once again become eligible for another General Leave by meeting the qualifications as contained above. The accumulation of service time [five (5) years] would be service accumulated following completion of his/her General Leave.
11. The parties recognize that one or more of the conditions specified above for General Leaves may be superseded in certain instances by Federal law where a teacher is otherwise eligible for leave under applicable statutory authority.

J.

Planned Leave of Absence Without Pay: A request for a planned absence must be made at least ten (10) days prior to the date of absence. All requests shall be submitted to the Superintendent, for approval, on a prepared form. A planned leave of absence cannot be used immediately preceding or succeeding any scheduled interruption of the school calendar such as a holiday or vacation. Planned absence will not be approved for more than five (5) consecutive school days and a suitable substitute must be obtained. Board paid benefits will continue during the five (5) days of absence, if approved in advance by the Superintendent. A teacher using a planned leave of absence day shall have his or her salary reduced by the daily rate of pay as specified in this Agreement. A teacher may request such leave no more than once each two (2) school years.

K. Anticipated Prolonged Medical Disability

1. Any teacher who anticipates a prolonged disability which would cause the teacher to be absent from work for five (5) consecutive days or more (such as scheduled surgery, other confinement to home or hospital, including maternity related physical disabilities) shall notify the building principal, in writing, as soon as possible. The notification shall contain the projected dates of absence.

2. It is understood that use of sick leave shall be only for the duration of the actual disability. The Board reserves the right of written verification of the disability(s) from a physician.
 3. Any teacher who anticipates a prolonged disability shall have the option of submitting a written request for an unpaid leave of absence as set forth in paragraph I-4 of this Article. If anticipated prolonged disability continues after all accumulated sick leave has been used, (including any donated sick days), the teacher will automatically be placed on an unpaid leave of absence for the duration of the disability, as verified by a physician, but not to exceed one (1) calendar year from the date on which the teacher exhausted his/her sick leave.
- L. The Board shall grant, pursuant to the conditions set forth in Paragraphs H and I of this Article, to any teacher an unpaid leave of absence for an anticipated prolonged disability (such as scheduled surgery, other confinement to home or hospital, including maternity and maternity related physical disabilities).
- M. The Military leave bank will consist of ten (10) days, five (5) donated by Evert Education Association members (whether by using expiring sick days, current sick days, or personal days) and the Evert Board Education will match the five (5) days donated by the staff. The bank can be replenished at any time by donation of days from EEA Members. The number of days not used in a given year will automatically be credited toward the ten (10) day limit the following year. If all the banked days are used in a single school year, the EEA and the school board agree to discuss additional days as needed. If replenishment is not an option the Service Member can take "leave without pay" for additional days but will not be required to pay for the substitute, benefits, or any other financial obligations involved with the military related absences. If the service member will be gone for more than thirty (30) consecutive school days, the all applicable federal "Uniformed Services Employment and Reemployment Rights Act (USERRA)" laws apply. Days donated by the employee taking military leave will not be matched by the Evert Board of Education.

Article 11

Teacher Discipline

Section 1: Maintaining appropriate procedures and standard for addressing misconduct and other inappropriate behavior by professional staff is a critical component in furthering an effective educational environment and in providing quality educational services to students.

1. Definition. Discipline is defined as written warnings, written reprimands, suspension without pay, and termination of employment for misconduct, insubordination, incompetence/poor performance, or dereliction of duties. The Association and the Board recognize that abuse of leave days, chronic tardiness, absences, or other violations of District policy and rules reflect adversely upon the profession and create undesirable conditions. Nonrenewal of probationary teacher's contract in accordance with the Teachers' Tenure Act is not considered discipline. All discipline shall be in writing.

2. Representation. During a meeting that could result in disciplinary action, a bargaining unit employee is entitled to have association representation upon their request. When a request for such representation is made, the employee may have their choice of representation. The meeting shall not be delayed more than 48 hours due to a delay in obtaining representation. In the event that a requested representative is not available, a building representative will participate.

3. Procedure. The District will implement discipline that is proportionate to the seriousness of the misconduct and provides the employee notice of the allegations and an opportunity to respond. Discipline will have a rational

relationship to the established misconduct or inappropriate behavior. The parties agree to follow progressive discipline based on the severity and/or frequency of the infraction.

4. Tenured Teachers. Tenured teachers may be subject to discipline and discharge for a reason that is not arbitrary or capricious.

a. A tenured teacher receiving a written reprimand may appeal the disciplinary action to Section E, Level 2 (Supt.).

b. A tenured teacher may appeal disciplinary action consisting of up to a 4-day unpaid suspension to Section E, Level 3 (Board) of the grievance procedure (Article 16). If the grievance procedure does not satisfactorily resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration. The request must be submitted in writing ten (10) calendar days after the teacher receives the written response from the superintendent.

c. A tenured teacher may appeal disciplinary action consisting of 5 days unpaid suspension or more to Section E, Level 4 (Arbitration) of the grievance procedure (Article 16) provided the parties have participated in mediation with a mutually agreed upon mediator at least ninety (90) days before the arbitration is scheduled.

d. Tenured teachers must bring any appeal of disciplinary action that constitutes a demotion or discharge under the Teachers' Tenure Act through the procedure established under that statute.

5. Probationary Teacher.

a. A probationary teacher may appeal disciplinary action to Section E, Level 2 (Supt.) of the grievance procedure (Article 16).

b. A recommendation to terminate or nonrenew a probationary teacher will be brought to the Board and the teacher may request an opportunity to be heard. The Board's action is not subject to the grievance procedure.

6. Teacher Tenure Act

a. Should the disciplinary standard in the Teacher Tenure Act change between 2025-2028, then this contract would follow the standard established in the Teacher Tenure Act.

ARTICLE 12

PERSONNEL FILES and MENTOR TEACHERS

A. Each teacher shall have the right, by appointment, to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher at this review. Privileged information, such as confidential credentials and related personnel references from sources outside the Evert Public Schools, is specifically exempt from review. If the teacher is asked to sign materials placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

B. MENTOR TEACHERS

1. The Board and Association realize that a new teacher will need assistance and orientation to be an effective teacher in the Evert Public Schools. The parties agree that providing Mentor Teachers for eligible probationary teachers, as defined by the Revised School Code, is an essential practice and further agree to cooperate in providing this assistance.

- a. The mentor of a probationary teacher shall be first offered to a tenured bargaining unit member who has evaluations of effective or higher. In the event a tenured bargaining unit member is not available, the district has the right to select whomever they wish.
 - b. Each Bargaining Unit Member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher by the Administration. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a colleague who can offer assistance, resources and information in a non-threatening collegial fashion.
 - c. A Mentor Teacher shall be assigned in accordance with the following:
 1. The mentor of a probationary teacher shall be first offered to a tenured bargaining unit member who has evaluations of effective or higher. In the event a tenured bargaining unit member is not available, the district has the right to select whomever they wish.
 2. Participation as a Mentor Teacher shall be voluntary.
 3. The Administration shall notify the Association when a Mentor Teacher is matched with a Bargaining Unit Member (Mentee). This assignment should be finalized within thirty (30) school days of the commencement of the starting date of the Mentee.
 - d. The Administration will attempt to match Mentor Teachers and Mentees who work in the same building, have similar grade level assignments or teach in similar subject matter areas.
 - e. The Mentee shall only be assigned to one (1) Mentor Teacher at a time.
2. Because the purpose of the mentor/mentee match is to acclimate the Bargaining Unit Member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree that neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the formal evaluation of the other.

3. Mentor Teacher Expectations

- Spend time with your mentee before the first day of school to help him/her understand building procedures. Answer questions regarding site level processes, procedures, and routines.
- Advise new teacher about lesson planning, approaches to discipline and building student management (discipline) plan.
- Assist and counsel the probationary teacher in professional matters.
- Advise new teachers about the effective relationships with parents.
- Model successful and effective educational practices.
- Spend approximately 30 minutes of planned time with the assigned probationary teacher twice a month during teacher's first probationary year.
- A minimum of 15 hours will be required for a mentor to mentor his/her teacher during the first probationary year.

- A minimum of 10 hours will be required for a mentor to mentor his/her teacher during the second year of probation.
- A minimum of 5 hours will be required for a mentor to mentor his/her teacher during the third year of probation.
- Document all dates of conferences and personal contacts with the assigned teacher in a log that is to be provided to the principal at the end of the school year.
- Provide personal support.
- Maintain a confidential relationship with your mentee.
- Suggest current research or otherwise provide insight and suggestions for improving instruction.
- Serve as a liaison if requested by your mentee.
- Be part of a summer “Mentor Day” welcoming new teachers to the district if the mentor is available.

ARTICLE 13

TEACHER EVALUATION

- A. The purpose of evaluation is to assess and improve teacher performance with the goal of promoting effective instruction and student learning through reinforcing good performance and re-mediating deficient performance. Formal classroom observation is an essential component of the evaluation process as is the assessment of job-related tasks and job-related conduct which affects students. All formal observations of the work/classroom performance of a teacher shall be conducted openly with full knowledge of the teacher with the understanding that at least one formal observation will be unannounced. Formal classroom evaluation as well as evaluation in other school related activities, (excluding non-tenure activities which are not part of the curriculum) is used by the administration for the purpose of determining work performance of the teacher. The use of electronic devices or recordings of any type without the teacher's knowledge shall be strictly prohibited for the use of evaluation.
- B. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
1. specific performance goals will be identified in collaboration by the building administrator and the teacher to improve their effectiveness in the upcoming school year. One goal may be identified solely by the teacher.
 2. an evaluation of the teacher's job performance with timely and constructive feedback.
 3. clear approaches to measuring student growth with relevant data on student growth.
 4. multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
 5. the use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
 - a. The student growth and assessment data shall consist of building growth averages using fall to spring benchmarks on the NWEA MAP Reading and Math assessments. The math and reading assessments will be weighted equally.

100%+ growth = 4/4 80% - 99%
growth = 3/4
60% - 79% growth = 2/4
59% or less growth = 1/4

6. the 5D+ year-end evaluation reporting form that utilizes other objective criteria for 80% of the year-end evaluation determination.
7. final evaluation scores equating to the following categories: Effective:
2.5 - 4.0
Developing: 1.5 - 2.49
Needing Support: 1.0 - 1.49

C. **PROCESS:** The negotiated 5 D + "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" are attached and included in this Agreement in Appendix E.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. Each teacher shall be formally evaluated by his/her building principal.
 - b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
 - c. The observation must include a review of pupil engagement in the lesson that is observed.
 - d. In order to ensure 1.b and 1.c above, the observation shall be no less than fifteen (15) minutes.
 - e. There shall be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated that are conducted at least 60 days apart. Classroom observations for the purpose of teacher evaluation shall not be conducted during the first or last two (2) weeks of the school year, on the day before a school holiday, on the day before or the day after a scheduled break such as spring break, or on days where holiday activities are scheduled.
 - f. There shall be one scheduled observation and one unscheduled observation. Notice of each scheduled observation date and time shall be given to the teacher

at least two (2) school days prior to the observation. The district reserves the right to conduct additional observations.

- g. Feedback on both l.b and l.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback in Pivot.
- 2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support."
 - a. The year-end evaluation determination and form shall be delivered to the teacher prior to the end of the student school year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.
 - 3. Teachers who work less than 60 days in any school year, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
 - 4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they may be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
 - 5. In addition to the above procedures (Sections B. 1-4), probationary teachers and any tenured teachers who are evaluated with an IDP received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:
 - a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
 - b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.

- c. a mid-year progress report, supported with at least one (1) classroom observations conducted consistent with Section C.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
- d. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

D. Rights of Tenured Teachers:

- 1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
 - b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
- 2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article .

E. Training on evaluation system, tools, and reporting forms:

1. Prior to their first formal observation, the district shall provide training to all newly-hired teachers or teachers not previously trained on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.
2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability" training every three (3) years as approved by the MDE that minimally includes all of the following.
 - a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in Appendix E.
 - b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the 5D+ evaluation system and tools.
 - c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
 - d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
 - e. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.
 - f. An Association representative shall be offered the same training.

ARTICLE 14

PROTECTION OF TEACHERS

- A. Any case of an assault (by or) upon a teacher shall be immediately reported to the administration, and the teacher shall be required to give a full written explanation of the matter at the request of the administration. The Board may, upon request, provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and may provide legal counsel to defend or prosecute on behalf of the teacher, provided the teacher has acted professionally and within the scope of Board and administration policy.

- B. Teachers are expected to exercise reasonable care with respect to the safety and supervision of pupils and District property, and it is understood that they may be individually responsible where they act in a negligent manner. If a teacher is sued because of disciplinary or supervisory action taken by the teacher against a student, the Board, upon determination that the teacher has acted reasonably and within the scope of Board and administration policy, will provide legal counsel for the teacher in his/her defense provided that the teacher is not covered for the claim by professional responsibility insurance or other insurance policies then in force in the District.
- C. Time loss in connection with A and B above shall not be charged against the teacher if the Board determines that the teacher has acted reasonably and within the scope of Board or administration policy.
- D. Any complaints by a parent or a student directed toward a teacher shall promptly be called to the teacher's attention.

ARTICLE 15

NEGOTIATIONS PROCEDURE

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering the resolving of any such matters.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiations or bargaining representative of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE 16

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract. It is expressly understood that the grievance procedure shall not apply to any prohibited subject under PERA or any areas in which the Tenure Act prescribes a procedure or authorizes a remedy. A grievance may be filed by an individual teacher, a group of teachers, and/or the Association.
- B. The Association shall furnish the building principal the names of the building representatives assigned by the Association to handle grievances on or before the 15th day of September of each year of this contract. The Board hereby designates the principal of each building to act as its representative at Level One as

hereinafter described and the Superintendent or his designated representative to act at Level Two, as hereinafter described.

- C. The term "days" as used herein shall mean days in which school is in session, except during summer recess when "days" shall mean Monday through Friday, excluding legal holidays.
- D. Written grievances as required herein shall contain the following: signatures by the grievant or grievants, specific statement of the grievance, a synopsis of facts giving rise to the alleged violation, citation of the section or date of the alleged violation, and they shall specify the relief requested. Any written grievance shall be substantially in accordance with the above requirements.
- E. Level One: A teacher, believing himself wronged by an alleged violation of the express provisions of this contract, shall within fifteen (15) days of its alleged occurrence, orally discuss the grievance with the building principal and an Association representative in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the grievance shall be reduced to writing and submitted within ten (10) days of said discussion, to Level Two.

Level Two: A copy of the written grievance shall be filed with the Superintendent of his designated agent and the Association as specified in Level One. Within ten (10) days of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and the Association. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant and the Association Secretary.

Level Three: If no decision is rendered within ten (10) days of the discussion or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance, along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's next meeting at least ten (10) days preceding the next regularly scheduled Board meeting. Once filed, in accordance with the above requirements, the grievance shall be placed upon the agenda of the next regularly scheduled meeting. Any grievance appealed to the Board shall contain the endorsement of approval or disapproval of the Association thereon. The Board shall allow the teacher and the Association an opportunity to be heard at the meeting for which the grievance is scheduled.

Not later than its next regularly scheduled meeting, the Board shall render its decision in writing. The Board may hold future hearings thereon, may designate one or more of its members to hold future hearings thereon, or otherwise investigate the grievance, provided, however, that in no event, except with express written consent of the Association, shall the final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the grievant and the President of the Association.

Level Four: Only the Association shall have the right to process a grievance at Level Four.

- 1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter to arbitration to the American

Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. Within such ten-(10) day period the Association will also serve a copy of the Demand for Arbitration upon the Board of Education. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.

2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
 3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association, subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
 4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. He shall have no power to establish salary scales.
 - c. He shall have no power to change any practice, policy, or rule of the Board or substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board in compliance with this Agreement.
 - d. He shall have no power to decide any questions which, under this Agreement, are within the responsibility of the management to decide.
 5. If either party disputes the arbitrability of any grievance, and the parties have consented in writing that the arbitrator shall determine the arbitrability of said grievance, the arbitrator shall first rule upon the issue of arbitrability before proceeding to the merits of the grievance. In the event that the arbitrator rules that the matter is not arbitrable, the grievance shall be disposed of without recommendation on the content of the grievance. Either party shall have the right to seek a judicial determination or review of any award of the arbitrator pertinent to his/her jurisdiction.
 6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed, written, mutual consent and then only if they are of similar nature.
 7. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- F. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.
- G. The Association shall have the right to initiate grievances involving a group of teachers as an Association grievance.

- H. All preparation, filing, presentation, or consideration of grievances shall normally be held at times other than when a teacher or a participating Association representative is to be at his assigned duty station except when mutually agreed to the contrary.
- I. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.
- J. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

ARTICLE 17

CONTINUITY OF PROFESSIONAL SERVICE

The Association (or its members) agrees not to strike during the life of the contract, nor will it aid or support any strike by any other employees of the District, nor will the Association participate in the picketing at any other public school within the State of Michigan or any other state during the scheduled working day.

ARTICLE 18

MISCELLANEOUS PROVISIONS

- A. The Association shall be duly advised by the Board of fiscal, budgetary, and tax programs affecting the District and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto.
- B. This Agreement shall supersede any rules, regulations, or policies of the Board or the Association, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts (with respect to mandatory bargaining subjects which are covered under this agreement). All individual teacher contracts shall be made expressly subject to the terms of this Agreement (with respect to mandatory bargaining subjects which are covered under this agreement).
- C. Electronic copies of this Agreement shall be available on the school website, under the transparency report and printed upon request.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- E. An emergency manager appointed under the Local Government and School District Fiscal

Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

ARTICLE 19

INSURANCE

- A. The Board has adopted and implemented a Section 125 plan. This plan shall remain in effect throughout the life of this Agreement.
- B. The Boards annual premium contribution for Plan A (Health) shall be revised each January to match Michigan Department of Treasury Public Employer Contribution to Medical Benefit Plans Annual Cost Limitations for single, 2-person and full family subscribers. Each employee shall have the option of selecting one of the Plans in this Article. Employees must choose either Cash in Lieu or an Insurance Option during open enrollment and must remain with that option until the next Open Enrollment Period unless a qualifying event requires a change during the year.
1. MESSA requires that each employee have health, dental, vision insurance, and LTD and negotiated life.
 2. Employees not electing Plan A shall receive a dollar amount equal to \$5,000.00 (Five thousand dollars). Additionally, employees receiving cash in lieu of insurance shall receive Plan B insurance. The entire dollar amount may be used in any combination for any MESSA options or may be received as a cash option under the terms of the Evart Public Schools Cafeteria Plan. A Bargaining Unit Member electing to receive this cash option may separately direct this compensation to a tax-deferred annuity under Section 403b of the Internal Revenue Code as a voluntary and elective contribution made through salary reduction. Employees that receive a form of government subsidized medical insurance shall not receive cash in lieu of insurance under this paragraph, including but not limited to the following forms of insurance: military, insurance received under MPERS upon retirement, Medicare/Medicaid, and insurance paid under the ACA marketplace. To receive cash in lieu of insurance under this paragraph, an employee must present the District with confirmation that the employee is receiving insurance through a spouse and identify the type of insurance coverage. This CIL language does not apply to employees of the District that were employed and receiving CIL during the 2024-2025 school year. Any employee electing CIL payments during the 2024-2025 school year will remain at the nine thousand dollar (\$9,000) rate.

The above-mentioned MESSA-PAK to be provided the Bargaining Unit Members is described in Appendix F.

The employer shall pay the following annual amounts towards the total cost of the MESSA Plan C medical premium and "Health Equity" (HEQ) Health Savings Account (HSA) funding described below for each plan year.

State mandated employer contribution times the number of Single Subscribers.

State mandated employer contribution times the number of 2-person Subscribers.

State mandated employer contribution times the number of Family Subscribers.

These annual employer paid amounts shall adjust annually at the beginning of each medical benefit coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

[Type text]

Employees must choose either Cash in Lieu or an Insurance Option during open enrollment and must remain with that option until the next Open Enrollment Period unless a qualifying event requires a change during the year.

The employer will provide the employee during annual open enrollment the option for electing their level of funding of the HEQ HSA deductible.

The employer will provide the employee elected amount of the annual deductible amount annually to each member's HEQ HSA. The deductible will be divided into 12 equal installments and put in the member's HEQ HSA monthly. In case of a medical need, deductible may be funded up to the amount needed with appropriate documentation and approval of the Superintendent.

The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee. Such contributions shall be made by payroll deduction over 19-20 pays during each school year through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.

Employees may contribute, through payroll deduction and electronic transfer additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.

Negotiated Life	\$40,000 with AD&D
Vision-Plan Month Sept	VSP-3 Plus P 250CL
Dental Plan Year (July 1 through June 30)	80/80/80 (\$1500 Maximum Class I and II) Ortho \$3,000 max

ARTICLE 20

SALARY SCHEDULE

2025-26 Salary Schedule

STEP	BA	BA+30/MA
1	42887.12	46589.84
2	44408.41	48486.78
3	46402.00	50391.40
4	48376.94	52406.97
5	50552.86	54502.72
6	52827.66	56126.16
7	55203.50	58339.44

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8	57688.09	60701.01
9	60284.72	63136.17
10	62997.77	65661.39
11	65191.28	68455.73
12	67483.64	72073.86
13	69507.99	73859.87
14	71547.72	74598.00
15	71547.72	74971.44
16	71547.72	75343.81
17	71547.72	75909.49
18	71547.72	76401.57
19	73741.24	76860.70
20	73741.24	77947.02
21	74834.15	79177.23
22	74834.15	79571.56
23	74834.15	80167.99
24	74834.15	80764.42
25	76,367.52	81565.15
26	76,367.52	81,768.36
27	76,367.52	82866.77
28	76,367.52	82866.77
29	76,367.52	82866.77
30	76,367.52	83415.96

All members will be placed on step according to date of hire and experience given at that time.

2026-2027 Salary Schedule

STEP	BA	BA+30/MA
1	43744.86	47521.64
2	45296.58	49456.52
3	47329.53	51399.23
4	49344.48	53455.11
5	51563.92	55592.77
6	53884.21	57248.68
7	56307.57	59506.23
8	58841.85	61915.03
9	61490.41	64398.89
10	64257.73	66974.62

[Type text]

11	66495.11	69824.84
12	68833.31	73515.34
13	70898.15	75337.07
14	72978.67	76089.96
15	72978.67	76470.87
16	72978.67	76850.69
17	72978.67	77427.68
18	72978.67	77929.60
19	75216.06	78397.91
20	75216.06	79505.96
21	76330.83	80760.77
22	76330.83	81162.99
23	76330.83	81771.35
24	76330.83	82379.71
25	77894.87	83196.45
26	77894.87	83403.73
27	77894.87	84524.11
28	77894.87	84524.11
29	77894.87	84524.11
30	77894.87	85084.28

All members will advance on (1) step on this salary schedule.

2027-2028 Salary Schedule

STEP	BA	BA+30/MA
1	44619.76	48472.07
2	46202.51	50445.65
3	48276.12	52427.21
4	50331.37	54524.21
5	52595.20	56704.63
6	54961.89	58393.65
7	57433.72	60696.35
8	60018.69	63153.33
9	62720.22	65686.87
10	65542.88	68314.11
11	67825.00	71221.34
12	70209.98	74985.65
13	72316.11	76843.81
14	74438.25	77611.76

[Type text]

15	74438.25	78000.29
16	74438.25	78387.70
17	74438.25	78976.23
18	74438.25	79488.19
19	76720.39	79965.87
20	76720.39	81096.08
21	77857.44	82375.99
22	77857.44	82786.25
23	77857.44	83406.78
24	77857.44	84027.30
25	79452.76	84860.39
26	79452.76	85071.80
27	79452.76	86214.58
28	79452.76	86214.58
29	79452.76	86214.58
30	79452.76	86785.97

All members will advance one (1) step on this salary schedule.

A. Salary Schedule Adjustment

1. Horizontal movement to the BA+30/MA columns of the salary schedule shall be based only on credits earned subsequent to the issuance of a Michigan Provisional or Continuing Teaching Certificate and after a bachelor's degree has been earned. In order to be eligible for a horizontal move on the Salary Schedule, transcripts shall be submitted prior to September 15th of each year.
2. Upon ratification of this Agreement, and for purposes of vertical movement of the Salary Schedule, a contract year shall consist of a minimum of one hundred twenty (120) days of which seventy (70) days must be workdays.
3. Credit for experience outside the school system shall be evaluated by the Board, and credit **may** be allowed whenever the prior service of the teacher is deemed satisfactory.
4. Eligible bargaining unit members will receive lanes during the duration of this agreement.

B. The Association will be consulted on any and all changes to the Districts 403(b) plan document.

ARTICLE 21

NON-TENURE DUTIES

A.	Varsity Football	12.0%	
	Assistant Football (3);	8.0%	
	(4, if 50 or more participants at the first official MHSAA practice)		
	Middle School Football	5.5%	
	Basketball - Boys		
	Varsity	12.0%	
	Junior Varsity	8.0%	
	9th Grade	7.7%	
	8th Grade	5.5%	
	7th Grade	5.5%	
	Basketball - Girls		
	Varsity	12.0%	
	Junior Varsity	8.0%	
	9th Grade	7.7%	
	8th Grade	5.5%	
	7th Grade	5.5%	
	Cheerleaders (sideline cheer)		
	Varsity	8.0%	
	Junior Varsity	4.0%	
	Cheerleaders (competitive)		
	Varsity	12%	
	Junior Varsity-if at least 6 members per team	8%	
	7th Grade and 8 th Grade	5.5%	
	Varsity Baseball	12%	
	Assistant Baseball – if over 21 players on the first MHSAA practice	2.0%	
	Junior Varsity Baseball	8%	
	Varsity Softball	12%	
	Assistant Softball – if over 21 players on the first MHSAA practice	2.0%	
	Junior Varsity Softball	8%	
	Track		
	Head Coach	12%	
	Assistant Coach	10%	
	Track Assistant (if 40 or more participants) Varsity	7.0%	
	Cross Country		
	Boys	6%	
	Girls	6%	
	(If four students or less are on either team, the pay shall be 2.5% for that team)		
	Volleyball		
	Varsity	12%	
	Junior Varsity	8%	
	7 th Grade	5.5%	
	8 th Grade	5.5%	

Varsity Wrestling 12%

Varsity Wrestling Assistant (if over 12 players on the first MHSAA practice) 6%

A stipend of \$50, up to five times per season, for an additional coach to take female wrestler(s) to a tournament only if numbers prohibit the Varsity coach and Asst. coach from attending.

Middle School Wrestling 5.5%

Marching Band 4.5%

Concert Band 5.5%

(Concert Band shall include summer band activities as approved by the administration)

The above salary maximums shall be based on a maximum of the 7th step of the BA schedule in accordance with the number of years and coaching experience in that sport.

B. Sponsors

12th Grade \$1375

11th Grade \$1725

10th Grade \$925

9th Grade \$725

8th Grade \$325

7th Grade \$325

6th Grade \$325

5th Grade \$325

Advisors

Junior/Senior Play \$850

Spanish Club \$475

OM Director \$100

OM Coach/Team \$350 (if 6 teams or less)

(If more than six (6) teams, the coaches shall split equally a two thousand one-hundred dollar (\$2,100) amount if not a class. Teams must compete at the regional level in order for a coach to be paid. Special circumstances will be considered.)

HS Robotics (If not funded from another source) \$1500

High School Yearbook (if not offered as a class) \$1200

Student Council

High school \$850

Middle School (if not a class) \$550

Elementary Chorus

(per out of school performance/max. 4) \$137.50

Vocal Music

High School (per out-of school performance/maximum 4) \$137.50

Jazz Band (per out-of school performance/maximum 4) \$137.50

Middle School Chorus

(per out of school performance/max. 4) \$137.50

Middle School Drama	\$550
Middle School Yearbook (if not a class)	\$250
Middle School Robotics	\$350
HS Honor Society	\$550
JR NHS	\$275
Mentor Teacher	\$375 mentor 1st year
Mentor Teacher	\$250 mentor 2 nd year
Mentor Teacher	\$125 mentor 3 rd year
Leadership Team	\$200
MS NWEA/M-Step/PSAT Data Coordinator	\$500
School Improvement (MICIP Team)	\$200
Kindergarten Round Up Coordinator	\$150
Elementary Book Club (after school book club)	\$25 per session (up to 8 sessions)

When applying for or continuing in a B position listed above, a list of activities and tasks that you plan on facilitating must be submitted before the position can receive board approval.

Jump Start, summer high school credit recovery courses (online), after school tutorial, academic RTC M.S., “Boot Camp” or other optional Professional Development Days, \$25/hr.

Elementary and Middle School Teachers teaching regular summer school (not online) will be paid \$30.00 per hour.

Noon Hour Supervision (-44 .50 per minute) or one (1) day of comp time and \$50.00 per marking period

Home Game/Meet Management - \$40 per night

JV Football, Varsity Football, JV and Varsity Volleyball, JV and Varsity Boys Basketball, JV and Varsity Girls Basketball, Middle School Volleyball, Middle School Girls Basketball, Middle School Boys Basketball, Middle School Wrestling, Middle School Football, High School Wrestling

Although listed, non-tenure duties do not have to be offered by the Board of Education.

- C. In the event a teacher is assigned an extracurricular activity and resigns from said activity prior to its completion, the compensation therefore will be prorated between the original teacher and his/her successor on the basis of the amount of work performed and that work left to be performed. Proration shall be decided within five (5) school days by the teachers involved. In the event they are unable to agree within the time specified, the administration shall make the final decision as to proration. In no instance shall the Board of Education be required to pay more than the original money allotted for said extracurricular activity.
- D. In the spring the administration shall issue form letters to determine the intent of a K-12 teacher in an extracurricular position to return (or not to return) to that position for the ensuing school year. Upon receiving these letters of intent from K-12 teachers, the administrator shall indicate tentative recommendation thereon and inform the teacher of the administrative decision. The administration shall

post all unfilled extracurricular positions for a period of not less than five (5) working days prior to assignment by the administration. Upon Board approval, a separate contract will be issued when possible.

Further, it is expressly understood that non-tenure (extracurricular) positions are subject to annual reassignment at the discretion of the Board. It is expressly understood the grievance procedure outlined in Article 15 shall not apply to a teacher in circumstances where the Board fails to re-employ that teacher to a position on the extracurricular schedule.

E. Credit Recovery

Instructors of classes offered for credit recover outside of the regular school day, shall be certified according to the regulations of the Michigan State Department of Education and shall be paid twenty-three dollars (\$23.00) per hour.

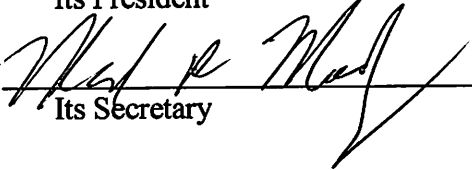
ARTICLE 22

DURATION OF AGREEMENT

This Agreement shall be effective as of ratification by both the Board and the Association and shall continue in effect until August 11th, 2028. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By 
Its President

By 
Its Secretary

EVART EDUCATION ASSOCIATION

By 
Its President

By _____
Its Secretary

APPENDIX A
CALENDAR

APPENDIX B

JOB DESCRIPTIONS

THE PURPOSE OF THIS JOB DESCRIPTION IS TO SET FORTH QUALIFICATIONS AND EXPECTATIONS OF A VARSITY COACH

A. Professional Preparation:

Employment as a teacher with coaching preparation either through previous coaching experience, college preparation or playing experience is desired but not required.

B. Background Experience:

Possesses working knowledge of all aspects of the sport in question.

C. Demonstrated Interest and Aptitude to Perform the Following Tasks:

1. At every opportunity urge the student body to be polite, courteous, and fair to the visiting team.
2. Always display good sportsmanship, losing or winning.
3. Maintain poise and self-control at all times, especially at the contests.
4. Teach the team to play fairly. Games should be played hard, but not as "blood and thunder" or "survival of the fittest" contests.
5. Be a good host to the visiting team, coach and spectators.
6. Discipline and, if necessary, dismiss players who disregard good sportsmanship.
7. Educate the players on the sidelines to the fact that it is unsportsmanlike conduct to yell intimidating remarks at the visiting team or officials.
8. Respect the officials' judgment and interpretation of the rules. If an interpretation appeal is necessary, follow appropriate procedures.
9. Let the officials control the game and the coach controls the team.
10. Publicly attempt to shake hands with the officials prior to the game and the opposing coach before and after the game.
11. To be able to assume responsibility for the facilities and equipment that are placed in your care.
12. To be in regular attendance at practice sessions and events that your group participates in.
13. To be able to assume full responsibility for the overall supervision of the program, including junior high, freshman and junior varsity teams.
14. To be able to assign all duties of assistant coaches working under his/her supervision.
15. The ability to follow a list of rules and procedures in a fair and consistent manner. (Student and Teacher Handbooks, School Board Policies and Administrative Directives).

D. Such alternatives to the above qualifications as the Board and Administration may find appropriate any acceptable.

**THE PURPOSE OF THIS JOB DESCRIPTION IS TO SET FORTH QUALIFICATIONS
AND EXPECTATIONS FOR AN ASSISTANT, JUNIOR VARSITY, FRESHMAN
OR JUNIOR HIGH COACH**

A. Professional Preparation:

Employment as a teacher with coaching preparation either through previous coaching experience, college preparation or playing experience is desired but not required.

B. Background Experience:

Possesses working knowledge of all aspects of the sport in question.

C. Demonstrated Interest and Aptitude to Perform the Following Tasks:

1. At every opportunity urge the student body to be polite, courteous, and fair to the visiting team.
2. Always display good sportsmanship, losing or winning.
3. Maintain poise and self-control at all times, especially at the contests.
4. Teach the team to play fairly. Games should be played hard, but not as "blood and thunder" or "survival of the fittest" contests.
5. Be a good host to the visiting team, coach and spectators.
6. Discipline and, if necessary, dismiss players who disregard good sportsmanship.
7. Educate the players on the sidelines to the fact that it is unsportsmanlike conduct to yell intimidating remarks at the visiting team or officials.
8. Respect the officials' judgment and interpretation of the rules. If an interpretation appeal is necessary, follow appropriate procedures.
9. Let the officials control the game and the coach controls the team.
10. Publicly attempt to shake hands with the officials prior to the game and the opposing coach before and after the game.
11. To be able to assume responsibility for the facilities and equipment that are placed in your care.
12. To be in regular attendance at practice sessions and events that your group participates in.
13. The ability to follow a list of rules and procedures in a fair and consistent manner. (Student and Teacher Handbooks, School Board Policies and Administrative Directives).

D. Such alternatives to the above qualifications as the Board and Administration may find appropriate and acceptable.

**THE PURPOSE OF THIS JOB DESCRIPTION IS TO SET FORTH QUALIFICATIONS
AND EXPECTATIONS FOR NON-ATHLETIC ACTIVITY SPONSORS**

I. QUALIFICATIONS

A. Professional Preparation:

Preparation either through experience or college preparation is desired.

B. Background Experience:

Possess a working knowledge of all aspects of the assigned position.

C. Such alternatives or combinations to the above qualifications as the Board and administration may find appropriate and acceptable.

II. EXPECTATIONS

Demonstrated interest and aptitude to perform the following tasks would be expected of the individual who is hired for this position.

1. The ability to get along and relate to other people in a positive manner.
2. The ability to urge students to be polite, courteous, and fair while representing our school and community.
3. The ability to maintain poise and self-control at all times, especially in times of stress.
4. To be able to discipline in a firm and positive way and if necessary, dismiss participants who disregard school policies.
5. To be able to assume responsibility for the facilities and equipment that are placed in your care.
6. The ability to assume control over those students assigned to you when such control is needed.
7. To be in regular attendance at practice sessions and events that your group participates in.
8. The ability to make sound decisions and withstand pressures and criticisms.
9. The ability to follow a list of rules and procedures in a fair and consistent manner. (Student and Teacher Handbooks, School Board Policies, and Administrative Directives).

APPENDIX C
OVERLOAD COMPENSATION CALCULATIONS
EVART PUBLIC SCHOOLS
STUDENT COUNT SHEET

Name: _____ Overload Class: _____ Block: _____

Marking Period: _____ Class Size Max. _____ Overload Rate of Pay: _____

Do you have an aide? _____ If so, how often? _____

Date	Day	No. of Overload	Date	Day	No. of Overload	Date	Day	No. of Overload
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

Date	Day	No. of Overload	Date	Day	No. of Overload	Date	Day	No. of Overload
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

Date	Day	No. of Overload	Date	Day	No. of Overload	Date	Day	No. of Overload
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

Date	Day	No. of Overload	Date	Day	No. of Overload	Date	Day	No. of Overload
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

$$\frac{\text{No. of Overload Students}}{\text{No. of Overload Students}} \times \frac{\text{Overload Rate}}{\text{Overload Rate}} = \text{Overload Compensation}$$

Special Circumstances:

Teacher

Principal

Superintendent

[Type text]

APPENDIX D
SPECIAL ED CASELOAD OVERAGE
COMPENSATION CALCULATIONS
EVART PUBLIC SCHOOLS
STUDENT COUNT SHEET

Name: _____

Caseload: _____

Marking Period: _____ Caseload Max. _____ Overage Rate of Pay: _____

Date	Day	Overage No.	Date	Day	Overage No.	Date	Day	Overage No.
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

Date	Day	Overage No.	Date	Day	Overage No.	Date	Day	Overage No.
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

Date	Day	Overage No.	Date	Day	Overage No.	Date	Day	Overage No.
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

Date	Day	Overage No.	Date	Day	Overage No.	Date	Day	Overage No.
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

$$\frac{\text{Caseload Overage No.}}{\text{Caseload Max.}} \times \text{Overage Rate of Pay} = \text{Overage Compensation}$$

Special Circumstances:

Teacher

Principal

Superintendent

[Type text]

APPENDIX D

**SPECIAL ED CASELOAD OVERAGE
COMPENSATION CALCULATIONS
EVART PUBLIC SCHOOLS
STUDENT COUNT SHEET**

Name: _____ Caseload: _____

Marking Period: _____ Caseload Max. _____ Overage Rate of Pay: _____

Date	Day	Overage No.	Date	Day	Overage No.	Date	Day	Overage No.
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

Date	Day	Overage No.	Date	Day	Overage No.	Date	Day	Overage No.
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

Date	Day	Overage No.	Date	Day	Overage No.	Date	Day	Overage No.
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

Date	Day	Overage No.	Date	Day	Overage No.	Date	Day	Overage No.
	Mon			Mon			Mon	
	Tues			Tues			Tues	
	Wed			Wed			Wed	
	Thur			Thur			Thur	
	Fri			Fri			Fri	

_____ X _____ = _____
Caseload Overage No. Overage Overage Compensation

Special Circumstances:

[Type text]

Teacher	Principal	Superintendent
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GUIDELINES FOR OVERLOAD COMPENSATION

The chart below will be used when figuring overload pay each semester following the guidelines found in Article 7.

40 minute block	\$.85
45 minute block	\$.95
48 minute block	\$1.01
50 minute block	\$1.05
55 minute block	\$1.15
60 minute block	\$1.25
65 minute block	\$1.35
70 minute block	\$1.45
75 minute block	\$1.55
80 minute block	\$1.65
85 minute block	\$1.75
90 minute block	\$1.85
Special Education	\$1.65 per day per student

Appendix E
Teacher Evaluation Documents

Appendix F Insurance Plans

Plan A: Employees electing Choices health insurance

Health	MESSA Choices \$ 500/1000 in network deductible \$1000/2000 out of network deductible \$20/25/50 ov/uc/er co-pay Saver Rx Prescription Card
--------	---

Employees selecting Plan A shall contribute the excess amount over the CAP cost. Such contributions shall be made by payroll deduction over 19-20 pays during each school year.

Census changes and Premium changes will be reviewed as they occur. Adjustments to payroll deductions will occur after meeting with EEA representatives.

Long Term Disability	60% \$4,000 Maximum Monthly Benefit 90 Calendar Days-Modified Fill Maternity Coverage Pre-existing Condition Freeze on Offsets Alcohol/Drug - 2 years Mental/Nervous - 2 years
----------------------	---

Negotiated Life	\$40,000 with AD&D
-----------------	--------------------

Vision-Plan Month Sept	VSP-3 Plus P 250CL
------------------------	--------------------

Dental Plan Year (July 1 through June 30)	80/80/80 (\$1500 Maximum Class I and II) Ortho \$3,000 max.
--	---

Plan B: Employees not electing health insurance

LTD	60% (Other LTD benefits same as above)
-----	--

Negotiated Life	\$40,000 with AD&D
-----------------	--------------------

Vision-Plan Month Sept	VSP-3 Plus P 250CL
------------------------	--------------------

Dental Plan Year (July 1 through June 30)	80/80/80 (\$1500 Maximum Class I and II) Ortho \$3,000 max.
--	---

Plan C: Employees electing MESSA ABC 1 health insurance

Plan C benefits:

1. MESSA ABC Plan 1

Long Term Disability 60%
\$4,000 Maximum Monthly Benefit
90 Calendar Days-Modified Fill
Maternity Coverage
Pre-existing Condition
Freeze on Offsets
Alcohol/Drug - 2 years
Mental/Nervous - 2 years

Negotiated Life \$40,000 with \$40,000 AD&D

Vision-Plan Month Sept VSP-3 Plus P 250CL

Dental Plan Year 80/80/80
(July 1 through June 30) (\$1500 Maximum Class I and II)
Ortho \$3,000 max

Plan D: Employees electing MESSA Choices \$1000/\$2000 health insurance

Health MESSA Choices
\$1000/2000 in network deductible
\$2000/4000 out of network deductible
\$20/25/50 ov/uc/er co-pay
Saver Rx Prescription Card

Employees selecting Plan D shall contribute the excess amount over the CAP cost. Such contributions shall be made by payroll deduction over 19-20 pays during each school year.

Census changes and Premium changes will be reviewed as they occur. Adjustments to payroll deductions will occur after meeting with EEA representatives.

Long Term Disability 60%
\$4,000 Maximum Monthly Benefit
90 Calendar Days-Modified Fill
Maternity Coverage
Pre-existing Condition
Freeze on Offsets
Alcohol/Drug - 2 years
Mental/Nervous - 2 years